AMENDMENT OF SOLICITATI	ON/MODIFICATI	ON OF CONTRACT	1. Contract l		Page 1 Of 7
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Req		5. Project No. (If applicable)
19	2007APR24	SEE SCHEDULE			
6. Issued By	Code W56HZV	7. Administered By (If other	than Item 6)	•	Code S2305A
U.S. ARMY TACOM LCMC		DCMA DETROIT	OMOTETE GOIN	VIAND.	
SFAE-GCS-W-BCTP KENNY K. WONG (586)574-7056		U.S. ARMY TANK & AUT	OMOTIVE COMM	AND	
WARREN, MICHIGAN 48397-5000		ATTN: DCMAE-GJD			
HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: WONGK@TACOM.ARMY.MIL		WARREN, MI 48397-50	00		
EMILE WONGRETHEOM.THAT.MIE		SCD B	PAS NONE	ADP P	Г HQ0337
8. Name And Address Of Contractor (No., Stre	et, City, County, State and	l Zip Code)	9A. Amendme	nt Of Solicitation	No.
GM GDLS DEFENSE GROUP, LLC					
38500 MOUND ROAD STERLING HEIGHTS, MI 48310-3260			9B. Dated (See	Item 11)	
			10A Modifica	tion Of Contract/	Order No
		X			Oruei No.
TYPE BUSINESS: Large Business Perfo	rming in U.S.	<u> </u>	W56HZV-07-D-		
Code ^{1NLE2} Facility Code			10B. Dated (Se 2006DEC21	ee Item 13)	
	HIS ITEM ONLY APPLI	ES TO AMENDMENTS OF SO	OLICITATION	ıs	
The above numbered solicitation is amend					
is extended, is not extended.	ed as set for the firstern 14.	The nour and date specified to	receipt or or	1013	
Offers must acknowledge receipt of this ame					
(a) By completing items 8 and 15, and return offer submitted; or (c) By separate letter or					
ACKNOWLEDGMENT TO BE RECEIVED	0				
SPECIFIED MAY RESULT IN REJECTIO change may be made by telegram or letter, p					
opening hour and date specified.	rovided each telegram of	letter makes reference to the so	ncitation and t	ms amenument, a	ind is received prior to the
12. Accounting And Appropriation Data (If rec ACRN: AB NET INCREASE: \$59,261,435.	(uired)				
13. THIS KIND MOD CODE: A		O MODIFICATIONS OF COM act/Order No. As Described In 1		DERS	
X A. This Change Order is Issued Pursual				hanges Set Forth	In Item 14 Are Made In
The Contract/Order No. In Item 10		Fl - A J		·	
B. The Above Numbered Contract/Orde Set Forth In Item 14, Pursuant To T		e ,	ich as changes	in paying office, a	ppropriation data, etc.)
C. This Supplemental Agreement Is Ent	ered Into Pursuant To Au	thority Of:			
D. Other (Specify type of modification a	nd authority)				
E. IMPORTANT: Contractor X is not,	is required to sign	this document and return		copies to the Issui	ng Office.
14. Description Of Amendment/Modification (Organized by UCF section	headings, including solicitation	/contract subje	ect matter where	feasible.)
SEE SECOND PAGE FOR DESCRIPTION					
Except as provided herein, all terms and conditand effect.	ions of the document refe	renced in item 9A or 10A, as he	retofore chang	ed, remains unch	anged and in full force
15A. Name And Title Of Signer (Type or print)	1	16A. Name And Title (Of Contracting	Officer (Type or	print)
		VIVIAN L. NORDAUNI NORDAUNV@TACOM.ARI		753-2068	
15B. Contractor/Offeror	15C. Date Signed				16C. Date Signed
		By	/SIGNED/		2007APR24
(Signature of person authorized to sign)	-	· · · · · · · · · · · · · · · · · · ·	f Contracting (Officer)	200/AFR24

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-D-M112/0019

MOD/AMD 19

Page 2 of 7

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

SECTION A - SUPPLEMENTAL INFORMATION

- 1. This Modification 19 to Delivery Order 0019 under Contract W56HZV-07-D-M112 is being issued as a Unilateral Change Order under the Changes Clause at I-79 of this contract.
- 2. Pursuant to the Changes Clause, FAR 52.243-2 ALT. II, the contractor shall perform the scope of work below. The period of performance for this effort is from date of contract award through 29 February 2008. This scope of work will be incorporated into the basic requirements contract at a future date:

Section C

- C.39 Combat Damage Repairs
- C.39.1 The contractor shall assess and repair combat damaged vehicles in theater during deployment or contingency operation under the following conditions:
- 1) The anticipated cost of repair does not exceed \$500,000 per vehicle unless the PCO approves otherwise;
- 2) The repairs are within the field personnel's capabilities;
- 3) The repairs can be performed using existing repair parts in theater or through direct deliveries from vendors.
- C.39.2 If the initial assessment identifies a repair above the field personnel's capabilities, parts availability or are greater than \$500,000 per vehicle, the contractor shall report to the government the requirements and costs associated with completing these repairs with recommended solutions. A formal request shall be processed for PCO approval and an equitable adjustment or for other disposition instructions.
- C.39.3 Contractor may request dropping combat damaged vehicles from the Deployment ORR reporting to the COR.
- 3. The total estimated cost to perform the above changes to the scope of work, inclusive of fee is \$5,000,000. The funded CLIN 0001AB has been increased to include this amount.
- 4. If any of the above changes cause an increase of decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the --
 - (1) Estimated Cost, delivery or completion schedule, or both;
 - (2) Amount of any fixed fee; and
 - (3) Other affected terms and shall modify the contract accordingly
- 5. The contractor shall assert its right to an adjustment under this clause within 30 days from the effective date of this Modification 19. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- 6. Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- 7. Notwithstanding the terms and conditions of paragraphs (2) and (4) above, the estimated cost of this contract shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost of Limitation of Funds clause of this Contract.
- 8. In addition to the change order above, the Government is exercising its option under Section H.37.1 and H.37.3 under this Contract W56HZV-07-D-M112 to purchase additional Garrison OPTEMPO, Deployment OPTEMPO, and Non-Stryker RWS OPTEMPO miles as follows:

Reference No. of Document Being Continued

PIIN/SIIN W56HZV-07-D-M112/0019

MOD/AMD 19

Page 3 of 7

THEYSIN MODEL OF BELLEVIOLE MODIANT

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

GARRISON OPTEMPO:

a. Garrison Common CPM 663,648 358,230 1,021,878
b. Garrison MGS CPM 13,335 0 13,335
c. Garrison NBCRV CPM 4,490 0 4,490

Garrison Common CPM $$13.55 \times 358,230 \text{ miles} = $4,854,017$ Garrison MGS CPM $$49.68 \times 0 \text{ miles} = 0 Garrison NBCRV CPM $$57.53 \times 0 \text{ miles} = 0

DEPLOYMENT OPTEMPO:

	Baseline OPTEMPO Miles as of MOD 14	Added by Modification 19	New Baseline OPTEMPO Miles
a. Deployment Common CPM	4,786,000	3,261,000	8,047,000
b. Deployment MGS CPM	351,000	350,992	701,992
c. Deployment NBCRV CPM	39,000	86,996	125,996

Deployment Common CPM $$8.88 \times 3,261,000 \text{ miles} = $28,957,680$ Deployment MGS CPM $$45.01 \times 350,992 \text{ miles} = $15,798,164$ Deployment NBCRV CPM $$52.86 \times 86,996 \text{ miles} = $4,598,626$

NON-STRYKER RWS OPTEMPO:

		Baseline OPTEMPO Miles	Added by Modification 19	New Baseline OPTEMPO Miles	
a.	Non-Stryker RWS CPM	0	17,360	17,360	
	for (10) ten systems				

Non-Stryker RWS CPM \$3.05 x 17,360 miles = \$52,948

- 9. As a result of this Modification 19, Section B of this Contract is reflected as follows:
- a. CLIN 0001AB is increased in the amount of \$48,961,435 (PRON X17GXD22X1) for the Combact Damage Repair Scope added under Section C.39 and the purchase of additional Deployment OPTEMPO CPM and Non-Stryker RWS OPTEMPO CPM
- b. CLIN 0001AM is increased for the purchase of additional Garrison and Deployment OPTEMPO CPM in the amount of \$10,300,000 (PRON X17GXE13X1)
- 10. As a result of this Modification 19, the total obligated amount for this Modification against Delivery Order 0019 under Contract W56HZV-07-D-M112 is increased by \$59,261,435.
- 11. Except as stated above, all other terms and conditions remain unchanged and in full force and effect.

CONTINUATION SHEET	Reference No. of Document Being	Page 4 of 7	
CONTINUATION SHEET	PIIN/SIIN W56HZV-07-D-M112/0019 MOD/AMD 19		
Name of Offeror or Contractor: GM GDLS DEE	FENSE GROUP, LLC		•

*** END OF NARRATIVE A 0019 ***

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-M112/0019 MOD/AMD 19

Page 5 of 7

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001AB	SERVICES LINE ITEM				\$ 150,569,676.00
	CLIN CONTRACT TYPE:				
	Cost-Plus-Fixed-Fee				
	NOUN: GDLS CLS DEPLOYMENT				
	PRON: X17GXD18X1 PRON AMD: 08 ACRN: AB AMS CD: 13519800000				
	Ans CD: 1331900000				
	CLS Support to Garrison and Deployment				
	Estimated Cost: \$ 136,941,589				
	FCCM: \$ 11,166				
	Fixed Fee: \$ 13,616,921				
	Total Estimated Cost: \$ 150,569,676				
	(End of narrative B003)				
	Inspection and Acceptance				
	INSPECTION: Destination ACCEPTANCE: Destination				
	Deliveries or Performance				
	DLVR SCH PERF COMPL				
	REL CD QUANTITY DATE				
	001 0 29-FEB-2008				
	\$ 150,569,676.00				
	Ų 130,305,070.00				
0001AM	SERVICES LINE ITEM				\$ 10,300,000.00
	NOTES, GERMAND OF C. CARRESON CARROLL				
	NOUN: STRYKER CLS - GARRISON SUPPOR PRON: X17GXE13X1 PRON AMD: 01 ACRN: AB				
	AMS CD: 13519800000				
	CLS Support to Garrison and Deployment				
	Estimated Cost \$ 9,368,746				
	FCCM \$ 0				
	Fixed Fee \$ 931,254				
	Total Estimated Cost \$10,300,000				
	Total Estimated Cost \$10,300,000				
	Total Estimated Cost \$10,300,000				
	Total Estimated Cost \$10,300,000				
	Total Estimated Cost \$10,300,000 (End of narrative B001)				
	Total Estimated Cost \$10,300,000 (End of narrative B001) Inspection and Acceptance				

Reference No. of Document Being Continued PIIN/SIIN W56HZV-07-D-M112/0019 MOD/AMD 19

Page 6 of 7

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP, LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 29-FEB-2008					
	\$ 10,300,000.00					

	COMPINITATION	CITE	E	F	Reference No. of	Docu	ment Being Continued			Page 7 of 7	
	CONTINUATION SHEET				PIIN/SIIN W56HZV-07-D-M112/0019 MOD/AMD 19						
Name	of Offeror or Contracto	r: GM (GDLS DEFENSE	GROUP,	LLC						
SECTION	G - CONTRACT ADMINIST	TRATION	DATA								
	PRON/										
LINE	AMS CD/		OBLG STAT/				INCREASE/DECREASE			CUMULATIVE	
<u>ITEM</u>	MIPR	<u>ACRN</u>	JOB ORD NO		PRIOR AMOUN	<u>r</u>	AMOUNT			AMOUNT	
0001AB	X17GXD18X1 13519800000 X17GX135D000	AB	2 7GXD18	\$	101,608,241.0) \$	48,961,435.00	Ş	Ď	150,569,676.00	
0001AM	X17GXE13X1 13519800000	AB	2 7GXE13	\$	0.0) \$	10,300,000.00	\$	\$	10,300,000.00	
					NET CHANGE	\$	59,261,435.00				
SERVICE NAME Army	NET CHANGE BY ACRN AB	<u>ACCO</u> 21	UNTING CLASS		<u>CON</u> .351982571 S20	113	ACCOUNTI <u>STATION</u> W56HZV	ING	;	NCREASE/DECREASE AMOUNT 59,261,435.00	
							NET (CHANGE	\$	59,261,435.00	
NET CHA	NGE FOR AWARD: \$		PRIOR AMOUNT OF AWARD 829,199.00	_		AMO	/DECREASE UNT 435.00 \$	CUMUI OBLI 249,0	IG AM		

<u>ACRN</u>	ED	I ACCOUNTING CLA	SSIFICATIO	<u>)N</u>			
AB	21	070720200000	S20113	75R5R07135198000002571	7GXD18S20113	W56HZV	

21 070720200000 S20113 75R5R07135198000002571 7GXE13S20113 W56HZV

AB